

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Application No. 10/530,325

Applicant: Titz

Filed: April 1, 2005

TC/AU: Unassigned

Examiner: Unassigned

Docket No.: 234853 (Client Reference No. 6/CW/FF40008US)

Customer No.: 23460

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**PETITION PURSUANT TO 37 CFR 1.137(b) TO
REVIVE AN UNINTENTIONALLY ABANDONED APPLICATION**

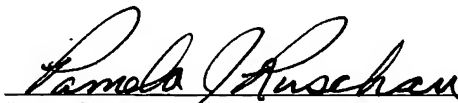
Dear Sir

The referenced application was unintentionally abandoned by failing to file Response to Notification of Missing Requirements. The Response is attached.

Applicants petition to revive this application pursuant to 37 CFR 1.137(b) and submit the appropriate fee pursuant to 37 CFR 1.17(m). The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional.

The Commissioner is authorized to charge any extension of time fees pursuant to 37 CFR 1.17(a)-(d) associated with this communication and to credit any excess payment to Deposit Account No. 12-1216. A duplicate copy of this Response is attached.

Respectfully submitted,



Pamela J. Ryschau, Reg. No. 34,242
LEYDIG, VOIT & MAYER, LTD.
Two Prudential Plaza, Suite 4900
180 North Stetson Avenue
Chicago, IL 60601-6780
Telephone: (312) 616-5600
Facsimile: (312) 616-5700

Date: October 19, 2006

In re Appln. of Titz
Application No. 10/530,325

CERTIFICATE OF MAILING BY EXPRESS MAIL

"Express Mail" mailing label number: EV419251372US

Date of Deposit:

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Name of Person Signing: Crylea Russell

Signature *Crylea Russell*

Date: October 19, 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/530,325

Applicant: Titz

Filed: April 1, 2005

TC/AU: Unassigned

Examiner: Unassigned

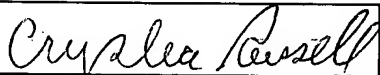
Docket No.: 234853 (Client Reference No. 6/NP/FF40075 US)

Customer No.: 23460

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE
APPLICATION ON BEHALF OF INVENTOR WHO REFUSES TO SIGN (37 C.F.R. §
1.47(b))**

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8			
I hereby certify that this Response and all accompanying documents are being deposited with the United States Postal Service on the date indicated below, in an envelope as "EXPRESS MAIL POST OFFICE TO ADDRESSEE" service under 37 CFR 1.10, Mailing Label Number EV419251372, addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.			
Name (Print/Type)	Cryslea Russell		
Signature		Date	10-19-06

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventors:

Full name of **nonsigning inventor**: Peter Titz

☐ cannot be found after diligent effort.

2. This petition is accompanied by (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts and (iii) the last known address of the non-signing inventor as set forth in the accompanying **Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor** (37 C.F.R. § 1.47).

3. The fee set forth in § 1.17(h), required by 37 C.F.R. § 1.47(a), is paid as follows:

- ☒ Charge Account No. 12-1216 the sum of \$130.00. A duplicate of this paper is attached.
- ☒ If any additional fee is required in connection with this communication, charge Account No. 12-1216. A duplicate of this paper is attached.

4. Identification of Person(s) Making this Statement:

The person making this statement is authorized to sign this statement as Executive Vice President and COO of owner GDX North America, Inc.

Name: Janice Stipp

Title: Executive Vice President and COO

Company: GDX North America, Inc.

Signature: Janice Stipp

Date: August 11, 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/530,325

Applicant: Titz

Filed: April 1, 2005

TC/AU: Unassigned

Examiner: Unassigned

Docket No.: 234853 (Client Reference No. 6/NP/FF40075 US)

Customer No.: 23460

Mail Stop
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT OF FACTS IN SUPPORT OF FILING
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47(b))**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having knowledge of the facts recited therein and is supported by the following enclosed documents:

1. STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR (attaching copies of a German language declaration and English language translation thereof, a "general" assignment Agreement),
2. STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT NONSINGING INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION WAS MADE,
3. STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT EFFORTS WERE MADE TO CONTACT THE INVENTOR VIA MAIL,

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Name: Janice Stipp
Title: Executive Vice President
Address:

LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

Full name of (first, second, etc.) nonsigning inventor: Peter Titz

Home Address: Gotzweg 112
Monchengladbach, Germany 41238

Business Address: GDX Automotive Grefrath GmbH & Co. KG
Bahnstraße 29
D-47929
Germany

**DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR AND
NONSIGNING INVENTOR'S REFUSAL TO SIGN**

Several attempts were made to obtain Mr. Titz's signature on the declaration for the above-identified application. These are set forth in item 3 above.

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE
OR PRESERVE THE RIGHTS OF THE PARTIES**

September 30, 2003, etc.] Filing on behalf of the nonsigning inventor is necessary to preserve the rights of the parties and to prevent irreparable damage. Despite diligent efforts to contact and obtain the signature of the inventor, Peter Titz, these attempts have proven unsuccessful. Mr. Titz is a former employee of GDX Automotive TC GmbH & Co. KG, who left the company on ~~insert~~ [etc.]. While at GDX Automotive TC GmbH & Co. KG employ, Mr. Titz conceived and reduced to practice the invention disclosed and claimed in the above-identified application. On September 20, 2002, GDX Automotive TC GmbH & Co. KG provided to Mr. Titz, a German language Declaration. An English language translation of this Declaration and the original Declaration are attached to the Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor. The Declaration is made under Sections 6 and 7 of German patent law. According to Section 6 of German patent law, the right to an invention belongs to the inventor or his successor in title. According to Section 7 of German patent law, the employer becomes the inventor's successor in title by declaring that they will make use of the invention without restriction. Mr. Titz executed the Declaration to make use of the invention without restriction, and, therefore, confirms that GDX Automotive TC GmbH & Co. KG is the inventor's successor in title of the invention. Subsequent to this Declaration, the PCT application upon which the above-identified application is based was filed. By general assignment agreement between GDX Automotive TC GmbH & Co. KG and GDX North America Inc., all inventions owned by GDX Automotive TC GmbH & Co. KG

are automatically assigned to GDX North America Inc. (copy also attached to Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor).

Furthermore, this application is a national phase application based on PCT application PCT/IB2003/004353 filed October 3, 2003. Priority is claimed to United Kingdom application numbers GB0222817.9 and GB0305476.4 filed October 2, 2002 and March 10, 2003 respectively. Pursuant to the Notification of Missing Requirements Under 35 U.S.C. 371 mailed November 25, 2005, GDX North America, Inc. is required to file an Oath or Declaration within 2 months of the mailing date of the notification or by 32 months from the priority date, whichever is later and subject to extension of time under 37 C.F.R. 1.136(a). This filing date cannot be met if this petition is not granted. If this filing date is not met, then the application will be abandoned causing GDX North America, Inc. irreparable damage by being unable to prosecute, to potential issuance, an application that it rightfully owns. Therefore, it is respectfully requested that the Office grant the petition to file on behalf of an inventor that refuses to sign (37 C.F.R. 1.47(b)).

Signature: Spencer Surp
Date: August 11, 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/530,325

Applicant: Titz

Filed: April 1, 2005

TC/AU: Unassigned

Examiner: Unassigned

Docket No.: 252276 (Client Reference No. 6/NP/FF40075 US)

Customer No.: 23460

Mail Stop
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING
ON BEHALF OF NONSIGNING INVENTOR**

I. I,

Name: Janice Stipp

Address: c/o GDX Automotive, 3660 Corporate Drive
Farmington, MI 48331

am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest.

II. As of the date I signed the declaration for this application, the proprietary interest in this invention:

- ☐ belonged to me.
☒ belonged to the following juristic person:

Name: GDX North America, Inc.

Address: 615 South DuPont Highway, Dover, DE 19901

and I am authorized to sign the statement on behalf of the juristic person, my title being

Title: Executive Vice President and COO

III. A. I establish the proprietary interest by

☒ attaching copies of the following:

1. a German language Declaration signed by the nonsigning inventor and on behalf of GDX Automotive TC GmbH & Co. KG dated September 20, 2002, and an English language translation of this Declaration; and
2. a copy of a general assignment agreement between GDX Automotive TC GmbH & Co. KG and GDX North America Inc., which automatically assigns all inventions owned by GDX Automotive TC GmbH & Co. KG to GDX North America Inc.

IV. Assignee's Statement

☒ A "Statement Under 37 C.F.R. 3.73(b)" (PTO/SB/96) follows:

Proprietary interest in the above-identified invention exists by virtue of the following:

- A. According to Section 6 of German patent law, the right to an invention belongs to the inventor or his successor in title.
- B. According to Section 7 of German patent law, the employer becomes the inventor's successor in title by declaring that they will make use of the invention without restriction.
- C. A German language Declaration under Sections 6 and 7 of German patent law has been executed by the nonsigning inventor and on behalf of GDX Automotive TC GmbH & Co. KG dated September 20, 2002. Copies of the German language Declaration and an English language translation of this Declaration are attached to the Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor.
- D. The enclosed Declaration is to make use of the invention without restriction, and, therefore, confirms that GDX Automotive TC GmbH & Co. KG is the inventor's successor in title of the invention.
- E. By virtue of a general assignment agreement between GDX Automotive TC GmbH & Co. KG and GDX North America Inc., all inventions owned by GDX Automotive TC GmbH & Co. KG are automatically assigned to GDX North America Inc.

In re Appln. of Titz
Application No. 10/530,325

Signature:

James Sapp

Date:

August 11, 2006



Tel. + 49-(0)-2158 406-160
Fax. + 49-(0)-2158 406-100
e-Mail: norbert.heller
@gdxautomotive.net

GDX Automotive Technical Center GmbH & Co. KG, Postfach 22 25, D-47925 Grefrath

Herr Peter Titz
im Hause
GDX Automotive T.C. GmbH & Co. KG
Bahnstrasse 29
47929 Grefrath

Grefrath, 20.09.2002

Unbeschränkte Inanspruchnahme (§§ 6, 7 ArbNErfG)

Betr.: Ihre Erfindungsmeldung vom 21 August 2002

Bezeichnung: GDX-7520 „Continuous Extrusion“

Sehr geehrter Herr Titz,

der Gegenstand Ihrer Erfindungsmeldung vom 21. August 2002, eingegangen am 21. August 2002 wird hiermit
unbeschränkt in Anspruch genommen

Damit sind alle Rechte an der Dienstleistung auf uns übergegangen. Sobald wir unsere Recherchen zum allgemeinen Stand der Technik abgeschlossen haben, werden wir die Erfindung in der Bundesrepublik zum Patent/Gebrauchsmuster anmelden, sofern nicht die Voraussetzungen des § 17 ArbNErfG vorliegen, was wir Ihnen gesondert mitteilen würden. Jedenfalls werden wir Ihnen den Entwurf der Schutzrechtsanmeldung vorab zukommen lassen, damit auch Sie überprüfen können, ob der Gegenstand Ihrer Erfindungsmeldung sachgerecht erfaßt und bestmöglichst in bezug auf die Fassung der Schutzansprüche umgesetzt worden ist.

Über unsere Entscheidung hinsichtlich des Erwerbs von Auslandsschutzrechten werden wir Sie rechtzeitig unterrichten.

Wir betonen, daß die Erklärung einer unbeschränkten Inanspruchnahme nicht bedeutet, daß hierdurch die Schutzfähigkeit Ihrer Erfindung anerkannt wird, dies bleibt vielmehr dem amtlichen Prüfverfahren vorbehalten.

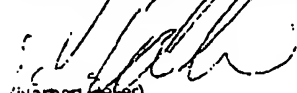
Die Regelung der Vergütung erfolgt im Rahmen des Arbeitnehmererfindungsgesetzes.

Auf das Fortbestehen ihrer Geheimhaltungspflicht weisen wir nochmals hin.

Als Zeichen Ihres Einverständnisses mit vorstehender Regelung erbitten wir den beiliegenden Durchschlag mit Ihrer Unterschrift versehen zurück.

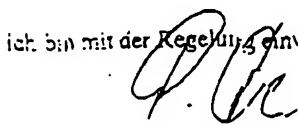
Mit freundlichen Grüßen

GDX Automotive T.C. GmbH & Co. KG



(Norbert Heller)
Patente

Ich bin mit der Regelung einverstanden.



Peter Titz

Anlage, ein Doppel

giving shape to innovation

GDX Automotive Technical Center GmbH & Co. KG

GDX Automotive Technical Center GmbH & Co. KG mit Sitz in Mönchengladbach, eingetragen beim Amtsgericht Mönchengladbach unter HRA 3584; persönlich haftender Gesellschafter: GDX Automotive Technical Center GmbH mit Sitz in Mönchengladbach, eingetragen beim Amtsgericht Mönchengladbach unter HRB 6388, Geschäftsführer: Michael Bryant, Ust-Id. Nr.: DE 812885053
Bankverbindung: Commerzbank Mönchengladbach BLZ 31040015 Kto. 155088900.

From
GDX AUTOMOTIVE
To
Mr Peter Titz

Grefrath, 20.09.2002

Unrestricted use of a patent (§§ 6, 7 ArbNErfG)

Re: Your notice of invention dated 21 August 2002
Title: GDX-7520 "Continuous extrusion"

Dear Mr. Titz

We hereby make use without restriction of the subject matter of your notice of invention dated 21 August 2002, and received on 21 August 2002.

Thus all rights in the invention pass over to us. As soon as we have completed our searches as regards the general prior art, we will file the invention in the Federal Republic as a patent/utility model, provided the conditions of § 17 ArbNErfG do not apply, which we would advise you of separately. In any event we will send you in advance the draft of the patent application so that you can also check whether the subject matter of your notice of invention has been correctly understood and written in the best possible way regarding the formulation of the claims for protection.

We will advise you of our decision in good time regarding the acquisition of the patent rights outside Germany.

We stress that our declaration of unrestricted use does not mean that your invention will be automatically recognized as being patentable. This remains a decision within the official patent examination proceedings. Payment will be settled in the context of the Act concerning inventions by employees.

We again point out your continuing obligation to professional secrecy.

As confirmation of your agreement with the above arrangement please would you sign and return the enclosed copy.

With kind regards

GDX Automotive T. C GmbH & Co KG
[signed]
(Norbert Heller)
Patents

I am in agreement with the above arrangement

[signed]
Peter Titz

Enclosed: 1 copy

Vereinbarung

Agreement

zwischen

between

GDX Automotive Technical Center GmbH & Co. KG
Bahnstraße 29
47929 Grefrath
Germany
("GDX Grefrath")

und

and

GDX North America Inc.
615 South DuPont Highway
Dover
Delaware 19901
USA
("GDX NA")

Präambel

Preamble

Bei GDX Grefrath werden regelmäßig durch die dort beschäftigten Arbeitnehmer (Dienst-)Erfindungen gemacht.

At GDX Grefrath employees make (service-)inventions on a regular basis.

Soweit diese Erfindungen durch GDX Grefrath in der Vergangenheit bereits unbeschränkt in Anspruch genommen wurden oder eine unbeschränkte Inanspruchnahme für zukünftige Erfindungen erfolgt, sollen die Rechte an diesen Erfindungen auf GDX NA übertragen werden, damit Schutzrechtsanmeldungen in deren Namen erfolgen können.

As far as GDX Grefrath has in the past claimed inventions of its employees unrestrictedly or will do this in the future the rights concerning these inventions shall be assigned to GDX NA to enable them to file for protective rights in their name.

Hierzu vereinbaren die Parteien
folgendes

For this purpose, the parties agree on
the following:

§ 1

GDX Grefrath überträgt hiermit die
Rechte an sämtlichen
Diensterfindungen, die sie gegenüber
ihren Arbeitnehmern rechtswirksam
gem. deutschem
Arbeitnehmererfindergesetz
unbeschränkt in Anspruch genommen
hat oder zukünftig wirksam
unbeschränkt in Anspruch nehmen
wird, auf GDX NA.

GDX Grefrath herewith assigns the
rights concerning all service inven-
tions that GDX Grefrath has claimed
unrestrictedly and effectively from its
employees according to the German
Act on Employee Inventions in the
past or that it will claim unrestrictedly
and effectively in the future to GDX
NA.

Daneben überträgt GDX Grefrath
hiermit die Rechte an allen sonstigen
Erfindungen, die sie im Wege der
Übertragung aus sonstigen Gründen
von ihren Arbeitnehmern oder
sonstigen Dritten erhalten hat oder
zukünftig erhalten wird, an GDX NA.

Additionally, GDX Grefrath assigns
the rights concerning all inventions
that were assigned to GDX Grefrath
by its employees or any other third
party on any other basis or that will be
assigned to it in the future to GDX NA.

GDX accepts the assignment.

GDX NA nimmt die Übertragung an.

§ 2

Die Verpflichtungen von GDX Grefrath
gegenüber ihren Arbeitnehmern
aufgrund des
Arbeitnehmererfindergesetzes bleiben

The obligations of GDX Grefrath to-
wards its employees resulting from
the German Act on Employee Inven-
tions remain unaffected by this

durch diese Vereinbarung unberührt. Insbesondere bleibt GDX Grefrath zur Zahlung einer angemessenen Vergütung für die unbeschränkte Inanspruchnahme von Dienstleistungen verpflichtet. In Anbetracht der Verpflichtung von GDX Grefrath gem. § 13 Arbeitnehmererfindergesetz, eine gemeldete Erfindung zur Erteilung eines Schutzrechts in Deutschland anzumelden, verpflichtet sich GDX NA, auf sie übertragene Dienstleistungen unverzüglich zur Erteilung eines angemessenen Schutzrechts in Deutschland anzumelden. Diese Verpflichtung gilt nur, soweit nicht der betroffene Arbeitnehmer einer Nichtanmeldung zugestimmt hat.

agreement. In particular, GDX Grefrath stays obliged to pay an adequate remuneration to its employees for unrestrictedly claimed service inventions. With respect to the obligation of GDX Grefrath resulting from Sec. 13 of the German Act on Employee Inventions to file an application for a protective right for reported service inventions, GDX NA undertakes to file for service inventions assigned to it a respective applications for appropriate protective rights in Germany without delay. This obligation only applies if the employee has not consented to a non-filing.

§ 3

Diese Vereinbarung wird automatisch beendet, sobald die Parteien nicht mehr unter der einheitlichen Kontrolle eines Unternehmens stehen. Einheitliche Kontrolle bedeutet, dass eine Partei im Besitz oder Mehrheitsbesitz der anderen Partei steht oder beide Parteien vollständig oder mehrheitlich (d.h. mit mehr als 50 % der Anteile oder Stimmrechte) im

This Agreement is terminated automatically if the parties are no longer commonly owned. Commonly owned means that one of the parties is owned completely or by the majority by the other party or both parties are owned completely or by the majority (i.e. 50 % or more of the stock or votes) by the same third party.

einheitlichen Besitz eines Dritten stehen.

Daneben kann jede Partei die Vereinbarung jederzeit kündigen. Die Kündigung bedarf der Schriftform.

Additionally either party may terminate the Agreement at any time. The termination notice must be made in writing.

§ 4

Diese Vereinbarung ist zweisprachig abgefasst. Die englische Version ist bindend.

This agreement is bilingual. The English version shall be binding.

Die Vereinbarung unterliegt deutschem Recht.

This agreement shall be governed by German Law.

Ausschließlicher Gerichtsstand für Streitigkeiten aus diesem Vertrag ist das Landgericht Krefeld.

The District Court in Krefeld shall be exclusively competent to hear disputes arising from this agreement.

Grefrath, the 15.04.05.....


.....
GDV Automotive Technical Center
GmbH & Co. KG

Delaware, the April 15, 2005.....


.....
GDV North America Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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**STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE
THAT NONSIGNING INVENTOR WAS EMPLOYEE
OR OTHERWISE OBLIGATED TO PERSON
WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION WAS MADE**

I. I,

Name: Dr. Armin Großklaus

Address: 4656 Canterwood Ct.

Ada, Michigan 49301

make this statement in support of the **Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor** and the **Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor (37 C.F.R. § 1.47(b))** in this application which I have read.

II. I have also read the PCT application PCT/IB2003/004353 upon which I understand that the above-identified specification and claims are based.

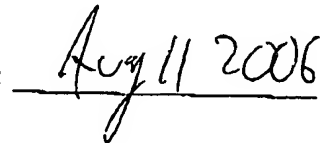
III. I confirm that I have first hand knowledge that the nonsigning inventor made the above-identified invention while in the employ of or otherwise obligated to the entity showing a proprietary interest that I now set forth:

I was employed at GDX Automotive TC GmbH & Co. KG during the period of time while the nonsigning inventor Peter Titz was also employed by GDX Automotive TC GmbH & Co. KG. During this period of time while we were both employed by GDX Automotive TC GmbH & Co. KG I witnessed Mr. Titz conceive and develop the invention disclosed in PCT application PCT/IB2003/004353 upon which I understand that the above-identified specification and claims are based.

Signature:

A handwritten signature in black ink, appearing to be 'A. Titz', written over a horizontal line.

Date:

A handwritten date 'Aug 11 2006' in black ink, written over a horizontal line.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/530,325

Applicant: Titz

Filed: April 1, 2005

TC/AU: Unassigned

Examiner: Unassigned

Docket No.: 234852 (Client Reference No. 6/NP/FF40075 US)

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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT EFFORTS
WERE MADE TO OBTAIN THE INVENTOR'S SIGNATURE**

This Statement is made as to details of efforts made to reach the non-signing inventor and of the non-signing inventor's refusal to sign.

I was employed at GDX Automotive TC GmbH & Co. KG during the period of time while the non-signing inventor Peter Titz was also employed by GDX Automotive TC GmbH & Co. KG.

Several attempts were made to obtain Mr. Titz's signature on the declaration for the above-identified application. In August of 2005 I personally gave Mr. Titz a copy of the patent application declaration and asked him to sign it. After not receiving the signed document from Mr. Titz, I asked Mr. Titz in September 2005 if he had signed the document but he said that he would not sign the documents and that he was going to have discussion with our Mr. Lehnen in the Human Resources Department of GDX Automotive TC GmbH & Co. KG.

Herr Titz is still refusing to sign the document.

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Name: Norbert Heller
Title: Manager Patents
Address: St -Florianstrasse 3

Signature: _____

Date: 11th September 2006